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COUNSELMAN V. HOLSTON NATIONAL BUILDING & LOAN ASSOCIATION.—Decided at Wytheville, June 29, 1899.—*Riely, J*:

1. BUILDING ASSOCIATIONS—*Premiums—Usury—Competitive bids.* Under the Tennessee law which controls this case a statute which authorizes a building association to lend money at the legal rate, and to take such additional premium as may be bid by the borrower, such premium does not render the contract usurious and illegal where the premium paid is the result of open and competitive bidding. Nor is the contract rendered usurious by the fact that the payment of interest and premiums for a part of the time was taken in advance.

2. BUILDING ASSOCIATIONS—*Premiums—Certainty—Instalments.* If the date of the maturity of a loan by a building association is fixed and certain, and the premium charged is only payable until the maturity of the loan, this renders the amount of the premium definite and certain, though payable in instalments.

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SPOOR V. TILSON AND OTHERS.—Decided at Wytheville, June 29, 1899.—*Keith, P.* Absent, *Riely, J*:

1. CHANCERY PLEADING—*Final decree.* A decree directing the sale of land to satisfy charges on it is not a final decree.

2. RESCISSION—*False representations.* A false and fraudulent representation knowingly made by a vendor as to the possession and ownership of a part of a tract of land which the vendee would not have purchased except as a whole, is ground for rescission of the contract by a court of equity.

3. DECREES FOR MONEY—*What must state.* A decree for money should state the amount which the defendant is to pay, and the date from which it is to bear interest. It is not sufficient to direct that the plaintiffs recover "the amounts of their respective notes and judgments, with interest thereon as separately and specifically set out in the bill."

4. CHANCERY PLEADING—*Answer as cross-bill—Replication—Demurrer to cross-bill—Appeal.* Where the trial court has upon the prayer of a defendant, treated his answer (to which no replication has been filed) as a cross-bill, and subsequently has erroneously sustained a demurrer to such cross-bill and treated the paper so filed as eliminated from the record for all purposes, this court, upon an appeal, although reversing the ruling on the demurrer, will not give the defendant the relief to which he would have been entitled as upon an answer to which there was no replication, but will remand the cause to the trial court with leave to the complainants to answer the cross-bill and set up their defence, if any they have.